

These developer fees are used to fund the construction and equipping of fire stations needed to serve new development in the City.

This Amendment Number One to the Agreement clarifies that the District is authorized to negotiate and accept in-kind considerations on behalf of the City. It also allows the City to retain five percent to offset administrative costs the City incurs in the collection of the developer fees, which is consistent with administrative costs retained by other District cities, such as Agoura Hills and Lancaster.

FISCAL IMPACT/FINANCING

The City will retain five percent of developer fee revenue generated within the City for administrative costs associated with the administration of the program by the City.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

This will be Amendment No. 1 to existing Agreement No. 66785. The Santa Clarita Council approved this Amendment on February 24, 2004.

IMPACT ON CURRENT SERVICES OR PROJECTS

If approved by your Board, this Amendment will clarify the District's authority to negotiate fire station sites on behalf of the City, and simplify the process for the developers within the City.

CONCLUSION

Upon approval of this Amendment by the Board of Supervisors, please instruct the Executive Officer, Clerk of the Board to return one executed original and one original copy to the District. The District will provide the City with a fully executed original copy of this Amendment.

Respectfully submitted,



P. MICHAEL FREEMAN

PMF:lab

c: Chief Administrative Officer
County Counsel
Executive Officer-Clerk of the Board of Supervisors
Auditor-Controller

1 **AMENDMENT NUMBER ONE**

2 **TO THE AGREEMENT BETWEEN THE CONSOLIDATED**
3 **FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY AND THE**
4 **CITY OF SANTA CLARITA FOR THE ADOPTION AND ADMINISTRATION**
5 **OF THE DEVELOPER FEE BY THE CITY OF SANTA CLARITA FOR THE**
6 **BENEFIT THE CONSOLIDATED FIRE PROTECTION DISTRICT**

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8 **THIS AGREEMENT** is made and entered into this 24th day of
9 February, 2004, between the CITY OF SANTA CLARITA, hereinafter
10 referred to as "City", and the CONSOLIDATED FIRE PROTECTION DISTRICT OF
11 LOS ANGELES COUNTY, hereinafter referred as "District", to amend the Agreement
12 between the Consolidated Fire Protection District of Los Angeles County and the City of
13 Santa Clarita for the Adoption and Administration of the Developer Fee by the City of
14 Santa Clarita for the Benefit of the Consolidated Fire Protection District dated May 4, 19
15 (No. 66785), hereinafter referred to as the "Agreement".

16
17 **WITNESSETH:**

18 **WHEREAS**, the City and the District have entered into the Agreement to assist the
19 District in constructing and equipping fire protection facilities necessary to deliver service
20 to new development in urban expansion areas;

21 **WHEREAS**, the City and the District desire to clarify provisions of the existing
22 Agreement regarding in-kind considerations.

23 **NOW, THEREFORE, IN CONSIDERATION** of the promises, covenants,
24 representations and agreements set forth herein, the parties mutually agree as follows:

25 1. Section I, Paragraph I is added to the Agreement to read as follows:

- 26 I. The City may retain five (5) percent of the amount of the Developer Fees
27 collected by the City as an administrative fee. This amount shall offset
28 the City's administrative costs to collect the Developer Fee.

2. Section V of the Agreement is amended to read as follows:

"V. The District is authorized to negotiate and accept in-kind considerations to finance a developer's proportionate share of the cost of fire stations and apparatus within Area 2 (including City and unincorporated territory). Agreements for in-kind considerations shall be between the District and the developer, and the City may elect to participate in negotiations for developments occurring in, or proposed to be annexed to, the City. Appropriate in-kind considerations may include an improved lot, construction of a fire station, fire apparatus, or infrastructure improvements directly necessary for the implementation of a fire station and would fulfill the Developer Fee obligation, in whole or in part, for the respective development. The value of the in-kind considerations (Developer Fee credit) shall be determined by an MAI appraiser, cost estimator, or person similarly qualified as determined by the District. The City shall recognize such Developer Fee credits accepted by the District to satisfy a developer's Developer Fee obligation, in whole or in part, upon presentation to the City by the developer of documentation of the District's acceptance of such Developer Fee credit. The City shall account for the such Developer Fee credits used in the City as stated in Section VI, Paragraph B, of this Agreement."

3. Section VI, Paragraph B, is amended to read as follows:

B. The City shall report to the District at least once annually the Developer Fees collected in the City, Developer Fee credits used in the City, the administrative fees retained by the City, and the Developer Fees transferred to the District. Upon request by the District, the City shall make available for District's review all records regarding Developer Fee collections, transfers, and retentions by the City.

4. All other terms and conditions of the Agreement shall remain the same and in full force and effect.

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